

# Agenda Item Form

Agenda Date: 06/15/04

Districts Affected: N/A

Dept. Head/Contact Information: Human Resources, Terry Bond, (915) 541-4509

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☐ General Fund  
☒ Grant (duration of funds: 3 Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

These grant funded contracts will provide on the job training for the participants of the TACE(Transition Adjustment and Career Education) program. The TACE program is a collaborative project with the Upper Rio Grande @ Work, El Paso Community Foundation and 15 other governmental and non-profit agencies that provide people with disabilities the opportunity be part of the mainstream workforce.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary only

## Statutory or Citizen Concerns:

None anticipated

## Departmental Concerns:

None anticipated

91 11 11 11 11 11 11 11 11 11  
11 11 11 11 11 11 11 11 11 11

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **RAUL GOMEZ**, to assist the Comptroller's Department as a Clerical Aide at an hourly rate of \$8.33 not to exceed 40 hours per week. The term of the contract shall be for the period of June 16, 2004 through September 16, 2004.

**APPROVED** this 15th day of June, 2004.

THE CITY OF EL PASO

---

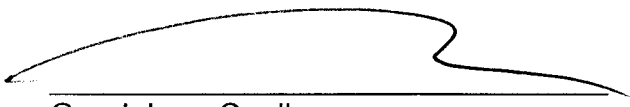
Joe Wardy  
Mayor

ATTEST:

---

Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



---

Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **RAUL GOMEZ**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Comptroller's Department, desires to employ the Employee as a Clerical Aide; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Comptroller's Department, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about June 16, 2004 and be completed by September 16, 2004.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at an hourly rate of Eight and 33/100 Dollars (\$8.33). The employee shall not exceed forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act.

The City will provide no fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Comptroller's Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee  
at the following addresses:

CITY: City of El Paso  
Comptroller's Department  
Attn: Director  
#2 Civic Center Plaza, 9<sup>th</sup> floor  
El Paso, Texas 799001

EMPLOYEE: Raul Gomez

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 15th day of June, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Raul Gomez  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Carmen Arrieta  
Comptroller

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 6/10/04

**ATTACHMENT A**  
**SCOPE OF DUTIES STATEMENT**

**CLERICAL AIDE**

**(EL PASO CONTRACT POSITION)**

---

***General Purpose***

Under immediate supervision, perform a limited variety of routine general office functions in conformance with well-established procedures.

***Typical Duties***

The following represents typical duties of a clerical aide:

- Provide customer assistance to visitors
- Sort and file documents
- Print checks, fold, sort, and mail checks and advices
- Open, sort and distribute mail
- Make deliveries within the building
- Proofread

Greet and assist City employees, officials and the public as required. Involves: Respond to visitors in a courteous manner. Answer phones, take messages or forward inquiries to the appropriate party exercising proper telephone etiquette.

Perform specified clerical and other support tasks. Involves: Sort and file documents. Print, fold, sort and mail checks and advices. Open, sort, and distribute mail, interoffice correspondence, packages and other communications. Make deliveries within the building. Proofread documents as directed

Operate standard and specialized equipment as necessary. Involves: Use copier, fax, printer, scanner, personal computer with generic office productivity software and multi-line telephone.

Perform miscellaneous tasks and other simple cyclical projects requiring one (1) or two (2) step instructions, as assigned.

***Minimum Qualifications***

Education and Experience: Equivalent to a High School Diploma or General Education Development (GED).

Licenses and Certificates: None.

Raul Gomez  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

JOB OBJECTIVE: To acquire a position which will utilize my knowledge and skills for the benefit of the organization. Desire an opportunity for training and advancement

#### SUMMARY OF EXPERIENCE

Food Service, assisted in preparing food, stocking, warehouse, cleaning, have a food Handler's Card.

Plastic Molding Inspector-cleaned parts and inspected parts for defects.  
Received a certificate for Plastic Molding Inspector

Packaging: Packed plastic sandwich bags in Boxes, maintained the packaging machinery  
To prevent clogging of the machinery.

#### SUPPORTIVE EMPLOYMENT HISTORY

El Paso Independent School District 2002 to 2003  
Apollo Temporary Services 2001 to 2001  
Burnett Personnel Temporary Services 1997 to 1997  
Lighthouse for the Blind 1994 to 1995

#### EDUCATION

El Paso Community College 1983-1990 (completed 32 credit hours)  
Burgess High School, El Paso, Texas, High School Diploma 1982

References Furnished upon request